

Exhibitor Terms and Conditions

This confirms the following Agreement between _____ (herein referred to as Lessee), and **Three Rivers Entertainment, Inc.** (Herein referred to jointly and severably as TREP). TREP agrees to rent LESSEE equipment described on the attached equipment list (Herein referred to as "Equipment") subject to the following Terms and Conditions:

1. **RENTAL** - Rental prices do not include labor, delivery, set up or electrical services.
2. **INDEMNIFICATION AND RISK OF LOSS OR DAMAGES** - It is understood and agreed that LESSEE is renting equipment for a specified period of time and is responsible for its safe return. All "Equipment" must be returned to TREP in the same condition as it was in at the time of delivery. LESSEE hereby agrees to be billed for any "Equipment" damaged in any way, or lost, prior to being safely returned to TREP. It is understood that LESSEE assumes liability for any and all personal injuries or damage to property that occur at Engagement including, but not limited to, those caused by any guests, employees, contractors or participants at Engagement. LESSEE shall indemnify, defend and hold TREP, its agents, employees and performers harmless from and against all claims, losses, liabilities, costs, expenses, obligations, and damages including, without limitation, litigation costs and reasonable attorneys' fees sustained, incurred or required to be paid by TREP that relate to or arise out of this Agreement. LESSEE further agrees to assume responsibility for any and all attorneys' fees and other legal expenses incurred by TREP to enforce this Agreement with respect to the conditions stated above. LESSEE authorizes TREP to charge LESSEE's credit card for any damaged or missing equipment and agrees to waive it's right to dispute such charges. LESSEE agrees to name TREP as additionally insured for loss and/or damage to "Equipment" as well as for death, injuries and all other liabilities for a minimum of \$1,000,000.00 (One Million US Dollars.) LESSEE agrees to email Certificate of Insurance naming TREP as additionally insured to events@3riversentertainment.com or fax to 412.224.4408 prior to delivery of equipment.
3. **LIMITATION OF LIABILITY** - In recognition of the relative risks and benefits of the Engagement to both the LESSEE and TREP, the risks have been allocated such that the LESSEE agrees, to the fullest extent permitted by law, to limit the liability of TREP to the LESSEE for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of TREP to the LESSEE shall not exceed TREP's total fee for services rendered. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
4. **CANCELLATIONS/WAIVER OF DISPUTES** – All Equipment rental fees are non-refundable. LESSEE's Credit Card will be charged immediately upon receiving the signed order. All fees are 100% non-refundable. LESSEE waives it's right to any dispute process that is offered by LESSEE'S credit card company or financial institution.
5. **PAYMENT TERMS** - Full payment, including any applicable tax and a 6% credit card fee is due at the time services are ordered. All payments must be in U.S. dollars. Orders received without advance payment or after the deadline date will incur additional charges as indicated on the order form. It is LESSEE'S responsibility to immediately advise a TREP technician of any problem with any piece of Equipment. If you are exempt from payment of sales tax, TREP requires you to forward an exemption certificate for the State in which the services are to be used along with your rental. Failure to provide your tax exempt certificate will result in a non-refundable sales tax charge on your order. Additional service charges and/or labor charges may be assessed for installations that are unusual or labor intensive. Service may be interrupted if any payment is not received in full. There is a 50.00 charge, plus any other applicable expenses, to reprocess the method of payment submitted for a rental if your credit card is declined.

LESSEE

Date Signed

****Please write your entities' legal name on the line at the top of this sheet, indicating name of LESSEE****